

**RECEIVED
CENTRAL FAX CENTER****JUN 23 2008****Remarks**

Applicant respectfully requests that this Response After Final Action be admitted under 37 C.F.R. § 1.116.

Applicant submits that this Response presents claims in better form for consideration on appeal. Furthermore, applicant believes that consideration of this Response could lead to favorable action that would remove one or more issues for appeal.

No claims have been amended. No claims have been canceled. Therefore, claims 1-28 are now presented for examination.

Claims 1-7, 12-21, and 26-28 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Franzdonk (U.S. Pub. No. 2005/0021467) in view of Bahlmann et al. (U.S. Patent No. 6,170,008), and in further view of Richard et al. (U.S. Pub. No. 2005/0015461). Applicant submits that the present claims are patentable over Franzdonk, Bahlmann in view of Richard.

Franzdonk discloses a content distribution system comprising a distribution process and a delivery process. Within the distribution process, multiple content providers (e.g., a content producer or owner) distribute content via a network (e.g., the Internet (wireless or wired)) to content distributors (or distribution points). The distribution of content from a content provider to a content distributor may be as a multicast via satellite, as this provides an economic way to distribute content to a large number of content distributors. See Franzdonk at paragraph [0045]. The content distributor hosts a local content server and a digital rights agent. Alternatively, the digital rights agent may be located remotely from the content distributor, and accessed by the content distributor via the network. The local content server may again be a streaming media server that streams cached (or freshly received) media. The digital rights agent

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operates to provide intelligent content and revenue security to content providers by processing access and revenue criteria, personalizing content for delivery to a content destination, and personalizing and managing key delivery to a content destination. Broadly, the digital rights agent 28 operates securely to authenticate a content destination (e.g., utilizing secure tokens and X.509 certificates), securely to retrieve and cache product key information and content rights (e.g., access criteria), and to forward processed transactions to a commerce service provider (e.g., a CRM operator) that provides billing and clearance services. For example, a digital rights agent may evaluate a content request, received at the content distributor 20 from a content destination, based on access criteria specified by a content provider, local date and time information, and user credentials and authentication. If a content destination is authorized and/or payment is cleared, requested content might optionally be decrypted, personally watermarked, personally re-encrypted and delivered to the content destination (Paragraph [0045]).

Bahlmann discloses network specific and client specific parameters necessary to build a boot file being encoded into a path name and file name of a protocol request. See Bahlmann at col. 1, ll. 67 – col. 2, ll. 3

Richard discloses that where a file is renamed or a chunk from a file is used in another file, the contents of the file or at least of that chunk still exists in the computer and does not need to be obtained from another computer. Richard also discloses that renaming of a file can create a different file signature in prior art systems and a request for file information. See Richard at Paragraph [0076].

Claim 1 of the present application recites:

A method of packaging software comprising:
providing a software package including a file

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having a name portion and a data portion;
digitally signing the data portion of the file for authentication purposes;
supplying information for inclusion in the software package; encoding the information into the name portion to generate an encoded name, the information including at least one of software settings, parameters and configuration information; and
modifying the software package by changing the name portion of the file to include the encoded name while preserving the digitally signed data portion.

Applicant submits that Franzdonk, Bahlmann and Richard each fail to disclose or suggest modifying a software package by changing a name portion of a file to include an encoded name while preserving a digitally signed data portion. In fact, the Examiner admits that Franzdonk and Bahlmann fail to disclose such a feature. See Final Office Action at page 4, paragraph 10. However, the Examiner maintains that Richard discloses the feature. *Id.* paragraph 11.

Applicant respectfully disagrees with the Examiner. Richard explicitly discloses that renaming of a file can create a different file signature in prior art systems and a request for file information, which teaches away from claim 1. However, the Examiner interprets this sentence of Richard as “implying that the disclosed system can change the name of the file without altering the file signature.” See Final Office Action at page 4, paragraph 11.

Applicant submits that such an implication is not permissible since nowhere in the specification of Richard is there disclosed, or reasonably suggested, a process of *modifying a software package by changing a name portion of a file to include an encoded name while preserving a digitally signed data portion.* The closest Richard comes to suggesting such a feature is where a file is renamed or a chunk from a file is

used in another file, the contents of the file or at least of that chunk still exists in the computer and does not need to be obtained from another computer. However, nowhere in the passage is there a suggestion of *changing a name portion of a file to include an encoded name while preserving a digitally signed data portion*.

Since Franzdonk, Bahlmann and Richard each fail to disclose or suggest modifying a software package by changing a name portion of a file to include an encoded name while preserving a digitally signed data portion, any combination of Franzdonk, Bahlmann and Richard would fail to disclose or suggest the limitation. Therefore, claim 1 and its dependent claims are patentable over a combination of Franzdonk, Bahlmann and Richard.

Independent claim 15 includes features similar to those recited in claim 1. Thus, claim 15 and its dependent claims are patentable over a combination of Franzdonk, Bahlmann and Richard for the reasons discussed above with respect to claim 1.

Claims 8-11 and 22-25 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Franzdonk in view of Bahlmann, Richard, and in further view of Pou et al. (U.S. Pub. No. 2005/0004873). Applicant submits that the present claims are patentable over any combination of Franzdonk, Bahlmann, Richard and Pou since none of the references disclose or suggest modifying a software package by changing a name portion of a file to include an encoded name while preserving a digitally signed data portion.

Applicant respectfully submits that the rejections have been overcome, and that the claims are in condition for allowance. Accordingly, applicant respectfully requests the rejections be withdrawn and the claims be allowed.

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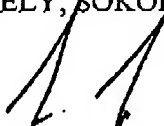
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The Examiner is requested to call the undersigned at (303) 740-1980 if there remains any issue with allowance of the case.

Please charge any shortage to our Deposit Account No. 02-2666.

Respectfully submitted,
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Date: June 23, 2008

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